

The Honorable

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Plaintiff WatchGuard Technologies, Inc. (“WatchGuard”) alleges as follows by way of complaint against defendant Beijing Huahaiyitong Trade Co., Ltd. (“BHT”):

PARTIES

1. WatchGuard is a Washington Corporation with its principal place of business in Seattle, Washington. WatchGuard manufactures and sells electronic security equipment and software through distributors around the world.

2. BHT, on information and belief, is a Chinese corporation doing business in Beijing, China. BHT purchased electronic security equipment and software from WatchGuard for resale in China.

THE CONTRACT, JURISDICTION AND VENUE

3. In March, 2012, WatchGuard and BHT entered into an agreement titled “Purchase Agreement (Distributor) APAC” (“The Contract”), whereby BHT agreed to purchase goods from WatchGuard for distribution in China. As set forth below, BHT has purchased from WatchGuard, but refused to pay for, goods whose value exceeds \$1,000,000.

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, in that the parties are citizens of different countries and the amount in controversy exceeds \$75,000.00.

5. The Contract incorporated an Exhibit A which sets forth the terms and conditions of purchase. Paragraph 7.13 of Exhibit A provides that the Contract will be interpreted in accordance with Washington Law, and further provides as follows:

Purchasing Entity irrevocably consents and submits to the jurisdiction of the Federal and State courts of and located in King County, in the State of Washington, USA.

BHT has therefore agreed by contract to jurisdiction and venue in this Court.

BREACH OF CONTRACT BY BHT

7. During 2014 and 2015, pursuant to the Contract, BHT ordered and received goods from WatchGuard, for which goods BHT has not paid, despite numerous demands by WatchGuard. BHT is therefore in material breach of the Contract.

8. The amount owed to WatchGuard and unpaid by BHT is \$1,100,757.30 US. The Contract provides for interest to accrue on unpaid balances at the rate of 1.5% per month, which amount is also due and owing to WatchGuard.

PRAYER FOR RELIEF

WHEREFORE, WatchGuard prays for the following relief:

A. Judgement against BHT for \$1,100,757.30 US, together with prejudgment thereon at the rate of 1.5% per month.

- B. An award of WatchGuard's costs and reasonable attorneys' fees as allowed by law; and
- C. Such other and further relief as this Court deems appropriate.

Dated this 18th day of September, 2015

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s/ David H. Binney

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